

1. **General.** These terms and conditions constitute the entire agreement between the parties. All sales of The Systems Depot (Seller) are expressly conditioned under the terms and conditions set forth below (the Terms), which are the only Terms of this sale and superseded all prior negotiations, correspondence and statements. These Terms may in some instances conflict with those affixed to Buyer's purchase order or other order, if so, such terms not in conformance with these Terms are rejected and these Terms govern. Acceptance of Buyer's order is expressly conditioned upon Buyer's acceptance of or assent to these Terms, which shall be established by a written acknowledgment, by implication, or by acceptance or payment for products ordered hereunder. Seller's failure to object to provisions contained in any communication from Buyer shall not be deemed a waiver of these Terms. Any changes in these Terms must specifically be agreed to in writing and signed by an officer of Seller before becoming binding. Retention by Buyer of any products sold hereunder shall be conclusively deemed acceptance of these Terms.
2. **Shipment.** All shipments are made F.O.B. Seller's shipping point unless otherwise specified. Seller selects the carrier. Title to products and risk of loss pass to Buyer upon delivery of the products by Seller to the carrier or delivery service. Buyer assumes all risk of loss in shipping and all liability for loss or damages, whether direct, in direct, and consequential or otherwise, due to delays once the products have been delivered to the carrier. Buyer agrees to purchase any and all insurance it deems necessary to indemnify it against any loss in shipping.
3. **Delivery.** Seller shall not be responsible for loss, damage, delay or failure with respect to the products if due to or arising from shortage of raw materials, fires, labor troubles or any kind, accidents, breakdowns of machinery, government acts of any kind, failure of manufacturers, subcontractors or suppliers to deliver materials or supplies or to provide services as agreed or contemplated by past dealings, transportation difficulties of any kind, acts of God, acts of Buyer or anything reasonably beyond Seller's control, whether or not presently occurring or contemplated by either party. Seller shall not be liable for damages, general, consequential or otherwise, or for failure to give notice of any delay until it shall have such additional time within which to deliver the products as may be reasonably necessary under the circumstances and shall have the right to apportion its inventory among its customers in such a manner as it considers acceptable. Seller shall also have the right to deliver the products in installments.
4. **Exclusion of Warranties.** Seller assigns to its customer those warranties and only those warranties extended by its vendors. Seller does not itself warrant any product and sells only on an as is basis. THERE ARE NOT WARRANTIES, EXPRESS OR IMPLIED, OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE, WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF IN NO CASE SHALL SELLER BE LIABLE TO ANYONE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES FOR BREACH OF THIS OR ANY OTHER WARRANTY, EXPRESS OR IMPLIED, OR UPON ANY OTHER BASIS OF LIABILITY WHATSOEVER, EVEN IF THE LOSS OR DAMAGE IS CAUSED BY ITS OWN NEGLIGENCE OR FAULT. Seller does not represent that the products it sells may not be compromised or circumvented; that the products will prevent any personal injury or property loss by burglary, robbery, fire or otherwise; or that the products will in all cases provide adequate warning or protection. Buyer understands and will cause its Customer to understand that a properly installed and maintained alarm may only reduce the risk of a burglary, robbery or fire without warning, but it is not insurance or a guarantee that such will not occur or will not cause or lead to personal injury or property loss. CONSEQUENTLY, SELLER SHALL HAVE NO LIABILITY FOR ANY PERSONAL INJURY, PROPERTY DAMAGE OR OTHER LOSS BASED ON ANY CLAIM AT ALL INCLUDING A CLAIM THE PRODUCT FAILED TO GIVE WARNING. However, if Seller is held liable whether directly or indirectly, for any loss or damage with respect to the products it sells, regardless of cause or origin, its maximum liability shall not in any case exceed the purchase price of the product, which shall be fixed as liquidated damages and not as a penalty, and shall be the complete and exclusive remedy against Seller.
5. **Limitation on Liability to Buyer's Customers; Indemnification of Seller:** Buyer agrees to limit liability to its customers to the fullest extent permitted by law. By accepting the goods, Buyer assumes all liability for, and agrees to indemnify and hold Seller harmless against and defend Seller from, any and all suits, claims, demands, causes of action and judgments relating damages, whether for personal injury or to personal property, suffered by any person, firm, corporation or business association, including but not limited to, Buyer's customers and/or users of the goods because of any failure of the goods to detect and/or warn of the danger for which the goods were designed or any other failure of the goods whether or not such damages are caused or contributed to by the sole or joint concurring negligence of Seller.
6. **Repair & Return Policy**

RETURN FOR CREDIT UNUSED MERCHANDISE: Seller will accept returns for credit of only unused product in original packages and in condition that could be sold as new providing the items was purchased from us no more than 30 days prior to the date of return. Customer must provide proof of purchase within the last 30 days and method of payment (cash, check, charge).

Special Order items will not be accepted for return. Any return approved by the Seller will be subject to a 20% percent restocking charge. Merchandise shipped C.O.D. which the customer returns as "Refused" will be subject to a 15% restocking charge.

REPLACEMENT POLICY: Any product, which is initially defective, or becomes defective within thirty (30) days from the date of purchase, may be exchanged for a new product at no charge to the Buyer, provided the manufacturer's warranty/exchange policies provide for these provisions. BUYER must provide a copy of the invoice number for the item being returned. The Systems Depot is not a manufacturer of product and can therefore only extend the exchange and warranty courtesies provided by the manufacturer.

Seller is acting as an agent for the vendor. Buyer is warranting that product is initially defective. Seller will take this unit and send it to the manufacturer. If the manufacturer determines that the product is out of warranty, installed improperly, abused, or not defective, Buyer shall pay Seller any charges relating to the good as well as the replacement product previously given.

REPAIRS OF CUSTOMER OWNED EQUIPMENT: Seller encourages Buyer to return products directly to the manufacturer or other approved service location for prompt warranty or other repair service. As a convenience to and on behalf of the Buyer however, Seller will ship products for warranty or other service to the appropriate vendor, in which event any repair, shipping or handling costs will be passed to the Buyer.
7. **Discrepancies.** Claims for shortages and claims for damaged goods (visible or concealed) must be made within ten days of receipt of shipment. No exceptions.
8. **Taxes.** Prices do not include any municipal, state or federal sales, use, excise, value added or similar taxes. Consequently, in addition to prices specified, the amount of any present or future tax that may be imposed shall be paid by Buyer, or in lieu thereof Buyer will provide Seller with a tax exemption certificate acceptable to the taxing authorities.
9. **Credit.** This purchase, or prior purchases of Buyer from Seller, may give rise to the extension of credit to Buyer by Seller. Seller reserves the right at any time to revoke any credit extended to Buyer because of Buyer's failure to pay for any products when due or for any other reason deemed good and sufficient by Seller, and in such event all subsequent shipments shall be paid for on delivery. If this invoice is not paid when due Buyer agrees to pay all costs of the collection including agency and attorney's fees, whether incurred by Seller, or any of its successors or assignees, in or out of court, on appeal, in arbitration, in Bankruptcy Court, or in any insolvency proceedings.
10. **Returned or Stop Payment checks.** A service charge of \$25.00 per check will be charged on all checks returned insufficient Funds or Stopped payment. This amount will be invoiced and added to account balances. If your check is dishonored by your bank, your account will be electronically debited for the amount of the check plus the maximum authorized collection fee.
11. **Interest on Past Due Accounts.** Interest at the maximum legal rate or 1 1/2% per month, whichever is lower (Rate), will be charged on overdue accounts and on any judgments therefore. Upon the failure to pay invoice in full, the due date of any other open invoices to Buyer shall be automatically accelerated, and they shall become immediately due and payable and bear interest at the Rate as of the date of acceleration.
12. **Waiver.** No waiver by Seller of any of these Terms shall be deemed to constitute a waiver of any other Terms or a waiver of the same or any other provision with regard to portions of this transaction or future transactions. No waiver by course of conduct or custom or usage can occur.
13. **Error.** Stenographic and clerical errors and omission in the invoice/sales order are subject to correction.
14. **Applicable Law and Jurisdiction.** This agreement shall be deemed entered into the State of North Carolina and the laws of North Carolina shall govern its validity, performance and construction.

